

A.G. Contract No.: KR04-0158TRN  
ADOT ECS File No.: JPA 03-052  
Project No.: N 900-A-537  
Project: Traffic Signal Interconnect  
TRACS No.: HX055 01C  
Budget Source Item No.: 71205

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF YUMA

THIS AGREEMENT is entered into 11th of May, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF YUMA acting by and through its Mayor and City Council (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an ongoing signal installation program within the City, the State and the City wish to participate in the design, construction, installation and maintenance of a traffic signal interconnect system at the locations shown on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "Project". The parties agree the City will be the lead agency for this Project and the State will provide a one-time funding contribution in the amount of \$200,000.00, for the State's participation. The City will be responsible for all additional funds and funds required to make the signal interconnect system operational.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 26817  
Filed with the Secretary of State  
Date Filed: 05/11/04  
Janice K. Brewer  
Secretary of State

By: Denny D. Greenwald

## **II. SCOPE OF WORK**

### **1. The City will:**

a. Upon execution of this agreement, invoice the State \$200,000.00 for the State's one-time total funding contribution for the Project.

b. Provide design plans, specifications and such other documents and services required for construction installation of the Project. Incorporate or resolve State design review comments.

c. Acquire the necessary encroachment permit from the State to allow the City to modify State traffic signals.

d. Install the software program and all required hardware connection devices, maintain, and operate the selected traffic signals within the interconnection system,

e. Contract and pay all costs for the installation to provide the interconnection system to all Project traffic signals. It is the City's intention to have the signals be operational by December 31, 2005. Any expansion of this system shall be entirely at the City's expense, but shall be approved by the State for all changes proposed to modify State signal operation.

f. Upon completion and acceptance of the Project, be responsible for the operation of the traffic signal interconnection system and maintenance.

### **2. The State will:**

a. Upon execution of this agreement and within 30 days of receipt and approval of an invoice from the City, remit to the City \$200,000.00 for the one-time total funding contribution for the Project.

b. Provide review comments within 20 days of receipt of the City's plans.

c. Provide the necessary encroachment permit to allow the City access to construct, operate, and maintain all traffic signals modified by this Project and future expansion.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and operational requirements, which shall be perpetual, may be cancelled at any time prior to the advertisement of a Project agreement and upon (30) thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX: (602) 712 7424

City of Yuma  
Public Works Department  
One City Plaza  
P.O. Box 13014  
Yuma, AZ 85366-3014

6. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF YUMA**

**STATE OF ARIZONA**

Department of Transportation

By Robert L. Wagner  
ROBERT L. WAGNER  
City administrator

By Douglas A. Forstie  
DOUGLAS A. FORSTIE, P.E.  
Deputy State Engineer, Operations

ATTEST

By Brigitta M. Kuiper  
BRIGITTA M. KUIPER  
City Clerk

**RESOLUTION NO. R2004-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF  
ARIZONA, REGARDING THE CONSTRUCTION OF CERTAIN PUBLIC  
IMPROVEMENTS**

WHEREAS, the State of Arizona (State) is engaged in and has the responsibility for the control of traffic upon roadways within its jurisdiction; and,

WHEREAS, the City of Yuma, Arizona (City) anticipates the necessity to provide facilities and measures for traffic signal control within its jurisdiction and desires that those facilities are coordinated with such facilities provided by nearby jurisdictions; and,

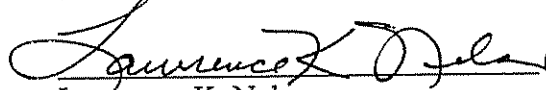
WHEREAS, the City's Capital Improvement Program addresses the installation of a system to coordinate and control traffic control signalization for facilities within and near to the City Limits; and

WHEREAS, The City and State are equally interested in the conservation of fiscal and physical assets and have determined that a consolidation of efforts by both parties to undertake and complete the installation of a traffic signal control system provides the greatest benefit to the State, the City and the Public.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma that the City Administrator is authorized and directed to execute an Intergovernmental Agreement with the State of Arizona, as shown in Exhibit A, attached hereto and by this reference made a part hereof.

Passed and adopted this 3rd day of March, 2004.

APPROVED:



Lawrence K. Nelson  
Mayor

ATTESTED:



Brigitta M. Kuiper  
City Clerk

APPROVED AS TO FORM:

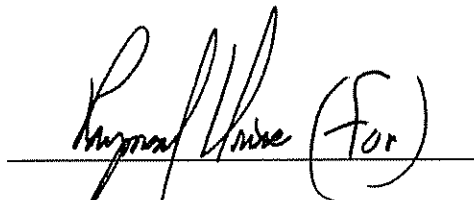


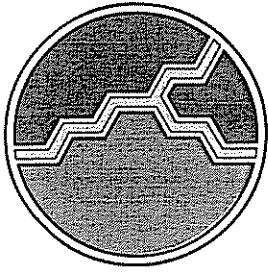
Steven W. Moore  
City Attorney

APPROVAL OF THE CITY OF YUMA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF YUMA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5 day of March, 2004.

  
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City Attorney



## City of YUMA

### Office of the City Clerk

One City Plaza  
P.O. Box 13012  
Yuma, Arizona 85366-3012  
(928) 373-5035  
FAX (928) 373-5036  
TTY (928) 373-5149

### CERTIFICATION

I, Brigitta M. Kuiper, do hereby certify that I am the duly appointed City Clerk of the City of Yuma, Arizona, and that the attached Resolution, Resolution R2004-21, is a true and correct copy of the resolution on file in the Office of the City Clerk.

Brigitta M. Kuiper, City Clerk

3/5/04

Date

**EXHIBIT A**  
**ADOT TRAFFIC SIGNALS TO BE INCLUDED WITH CITY OF YUMA**  
**INTERCONNECT**

B-8 (4th Avenue) & 1st Street  
B-8 (4th Avenue) & 3rd Street  
B-8 (4th Avenue) & 8th Street  
B-8 (4th Avenue) & 10th Street  
B-8 (4th Avenue) & 14th Street  
B-8 (4th Avenue) & US 95 (16th Street)  
B-8 (4th Avenue) & 22nd Street  
B-8 (4th Avenue) & 24th Street  
B-8 (4th Avenue) & 28th Street  
B-8 (4th Avenue) & Catalina Drive (West)  
B-8 (4th Avenue) & Big Curve (West)  
B-8 (32nd Street) & Big Curve (East)  
B-8 (32nd Street) & Catalina Drive (East)  
B-8 (32nd Street) & Arizona Avenue  
B-8 (32nd Street) & Pacific Avenue  
B-8 (32nd Street) & SR 280 (Avenue 3E)  
B-8 (32nd Street) & Avenue 3.5E  
B-8 (32nd Street) & Avenue 4E  
B-8 (32nd Street) & Avenue 5E  
B-8 (32nd Street) & Araby Road  
B-8 (32nd Street) & I-8 North Frontage Road - Avenue 8E  
B-8 (32nd Street) & I-8 Eastbound Ramps (8.5E)  
I-8 Westbound Ramps and I-8 North Frontage Road  
I-8 Eastbound Ramps & Redondo Center Drive  
US 95 (Avenue B) & 32nd Street  
US 95 (Avenue B) & 28<sup>th</sup> Street  
US 95 (Avenue B) & 24th Street  
US 95 (Avenue B) & 20th Street  
US 95 (16th Street) & US 95 (Avenue B)  
US 95 (16th Street) & 14th Avenue  
US 95 (16th Street) & Avenue A  
US 95 (16th Street) & 1st Avenue  
US 95 (16th Street) & Arizona Avenue  
US 95 (16th Street) & Redondo Center Drive  
US 95 (16th Street) & I-8 Eastbound Ramps  
US 95 (16th Street) & I-8 Westbound Ramps  
US 95 (16th Street) & Pacific Avenue  
SR 280 (Avenue 3E) & 24th Street



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-0158TRN (**JPA 03-052**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 5, 2004

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section